

ORIGINAL

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4 Attorney for Plaintiff

5 SHELTER ISLAND YACHTWAYS, LTD.
6 a California Limited Partnership,
dba SHELTER ISLAND BOATYARD
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9

10 **UNITED STATES DISTRICT COURT**
11 **SOUTHERN DISTRICT OF CALIFORNIA**

12 SHELTER ISLAND YACHTWAYS, LTD., a
California Limited Partnership, dba SHELTER
13 ISLAND BOATYARD,

14 Plaintiff,

15 v. :

16 M/Y SUNDANCE, Official No. 521498, A
HATTARAS MOTORYACHT OF
17 APPROXIMATELY 33 FEET IN LENGTH
AND 12 FEET IN BEAM, AND ALL OF HER
18 ENGINES, TACKLE, ACCESSORIES,
EQUIPMENT, FURNISHINGS AND
19 APPURTENANCES, *in rem*,

20 Defendant.
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23 Plaintiff alleges:

24 **JURISDICTION**

25 1. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1333(1), 28
26 U.S.C. § 1333 and the Commercial Instruments and Maritime Lien Act, embodied at 46 U.S.C.
27 sections 31301, *et seq.* This action is a maritime and admiralty claim within the provisions of
28 Rule 9(h) of the Federal Rules of Civil Procedure, and within the Supplemental Rules for Certain

FILED

2007 OCT 17 PM 3: 57

U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

BY LD DEPUTY

'07 CV 2015

DMS WMc

Case No.

IN ADMIRALTY

VERIFIED COMPLAINT OF
PLAINTIFF SHELTER ISLAND
YACHTWAYS FOR VESSEL
ARREST, INTERLOCUTORY SALE
AND FOR MONEY DAMAGES
FOR: (1) TRESPASS, (2) FRAUD IN
THE INDUCEMENT, (3) BREACH
OF IMPLIED MARITIME
CONTRACT, (4) AND QUANTUM
MERUIT

F.R.C.P. Supplemental Admiralty
Rules C and E.

46 U.S.C. Sections 30101-31343

1 Admiralty and Maritime Claims and of this Honorable Court. Plaintiff SHELTER ISLAND
2 YACHTWAYS, LTD. (hereinafter "PLAINTIFF") brings this action on its own behalf and on
3 behalf of all parties who were, are or may become interested in all or part of the property which is
4 the subject of this litigation, as their interests may appear.

5 **PARTIES**

6 2. Plaintiff SHELTER ISLAND YACHTWAYS, LTD., a California Limited
7 Partnership, dba SHELTER ISLAND BOATYARD ("PLAINTIFF") is and was at all times
8 material herein a California Limited Partnership, duly organized and existing by virtue of
9 law. PLAINTIFF operates a boatyard located on Shelter Island, San Diego, California.
10 PLAINTIFF has provided wharfage services for the benefit of the DEFENDANT VESSEL after
11 she was abandoned at its premises. Such services constitute "necessaries" for purposes of the
12 Commercial Instruments and Maritime Lien Act (46 U.S.C. 31301, *et seq.*).

13 3. DEFENDANT VESSEL is a 1968 33-foot Hattaras motoryacht of 19 documented
14 gross tons, with a beam of 12.3 feet, named and known as "M/Y SUNDANCE," and currently
15 documented with the United States Coast Guard under Documentation No. 521498. She is now
16 and will during the pendency of this action be within the waters of the Southern District of
17 California, and hence within the admiralty jurisdiction of this Court.

18 4. This action is *in rem* only. The individual believed to own the DEFENDANT
19 VESSEL, Wayne Oliver, has not been named as an *in personam* Defendant.

20 **FIRST COUNT**

21 **(Trespass -- Against the In Rem Defendant)**

22 5. PLAINTIFF refers to Paragraphs 1 through 4 of this Complaint and incorporates
23 them as though fully set forth herein.

24 6. On September 17, 2007 the DEFENDANT VESSEL was, without PLAINTIFF's
25 advance notice or permission, abandoned at PLAINTIFF's boatyard. Both the DEFENDANT
26 VESSEL and the individual believed to be her owner, Wayne Oliver, were, prior to this incident,
27 unknown and strangers to PLAINTIFF.

28 7. PLAINTIFF contacted Mr. Oliver, who claimed a tenant at its boatyard had been

1 hired to effect work on the DEFENDANT VESSEL's transom. However, PLAINTIFF
2 contacted this tenant and was informed that not only was the tenant not retained to work on the
3 transom, the tenant specifically instructed Mr. Oliver that he was not to bring the DEFENDANT
4 VESSEL to PLAINTIFF's boatyard.

5 8. Soon after discovering the DEFENDANT VESSEL abandoned at its boatyard,
6 PLAINTIFF contacted its attorney, Philip E. Weiss, and informed him of the situation and
7 requested his assistance in resolving the problem.

8 9. On September 25, 2007 Mr. Weiss mailed a letter to Mr. Oliver, addressed to the
9 address reflected on U.S. Coast Guard records for the DEFENDANT VESSEL's owner, Mr.
10 Oliver. A true and correct copy of this letter is attached as Exhibit A to the Declaration of Philip
11 E. Weiss, submitted concurrently herewith. This letter made demand that the DEFENDANT
12 VESSEL be immediately removed from PLAINTIFF's boatyard and advised Mr. Oliver that lay
13 day charges, calculated at the boatyard's usual rates, would be imposed until the DEFENDANT
14 VESSEL was removed, and that PLAINTIFF would seek the arrest of the trespassing
15 DEFENDANT VESSEL if she was not removed within five days. This letter also urged Mr.
16 Oliver to retain the services of an experienced maritime lawyer if he refused to remove his vessel
17 or had doubts as to PLAINTIFF's right to seek the arrest of the offending vessel.

18 10. Having received no response to his letter, PLAINTIFF's attorney contacted Mr.
19 Oliver by telephone on October 4, 2007 to discuss the situation. At that time Mr. Oliver
20 indicated he would in fact remove the DEFENDANT VESSEL the following week. During this
21 conversation Mr. Oliver was informed that lay day fees were continuing to accrue at the rate of
22 \$66.00 per day (calculated at the usual rate of \$2.00 per foot of boat length per day). He agreed
23 he would pay the lay day charges, and also would reimburse PLAINTIFF for the attorneys' fees
24 it incurred in connection with the instant matter. At this time Mr. Oliver indicated he would
25 remove the vessel no later than the following Wednesday, October 10, 2007 and that he would
26 pay the lay day charges and attorneys' fees on that date. In the interest of resolving the matter
27 informally and avoiding an unnecessary use of the Court's valuable and limited resources,
28 PLAINTIFF agreed to hold legal action in abeyance, to permit Mr. Oliver an opportunity to

1 perform on his promise. He did not.

2 11. On October 10, 2007, the date by which Mr. Oliver was to have moved his vessel
3 and paid all sums agreed due, he had neither removed the DEFENDANT VESSEL nor contacted
4 PLAINTIFF or its attorney to explain why he had not done so, or paid the sums agreed due.
5 Accordingly, PLAINTIFF's attorney again called Mr. Oliver, to inquire as to his intentions. Mr.
6 Oliver advised he had been unable to move the vessel because his car "broke down" in Oregon,
7 where he apparently now resides. Asked why he did not then fly down to resolve the problem
8 (which was growing larger by at least \$66.00 per day), Mr. Oliver indicated he did not have the
9 time to fly down because he had to go to a Veteran's Hospital. He did not explain how he would
10 have had time to drive to San Diego from Oregon without interfering with his hospital
11 appointment, but did not have the time to fly to San Diego. Mr. Oliver advised he was "working
12 on getting the money" necessary to satisfy PLAINTIFF's claim. When asked, Mr. Oliver
13 admitted he had not made arrangements for the accommodation of the DEFENDANT VESSEL
14 once he removed it from PLAINTIFF's boatyard. When asked how long Mr. Oliver anticipated
15 it would be before he would obtain the funds necessary to resolve this matter (pay lay day fees,
16 remove his vessel and pay, as agreed, attorneys' fees), he could not or would not provide any
17 estimate. PLAINTIFF's counsel then informed Mr. Oliver that the DEFENDANT VESSEL was
18 continuing to interfere with boatyard operations and that if she was not removed immediately
19 PLAINTIFF would be left with no option but to seek the assistance of the Court. Mr. Oliver
20 reiterated he "can't say when [he] will get the money" necessary to satisfy PLAINTIFF's claim
21 and remove his boat.

22 12. Despite repeated demands by PLAINTIFF that the owner of the DEFENDANT
23 VESSEL move her, the owner has failed to do so, and hence she continues to occupy space at
24 PLAINTIFF's private boatyard, without permission, authority or legal justification.

25 13. The DEFENDANT VESSEL has intruded onto and continues to intrude onto
26 PLAINTIFF's premises, thereby invading and interfering with PLAINTIFF's interest in the use,
27 profits and enjoyment of its boatyard.

28 14. By reason of the foregoing, PLAINTIFF has been damaged in an amount according

1 to proof, but in any event in a sum, as of the date of this Verified Complaint, of not less than
2 \$1,800.00, plus prejudgment interest, plus attorneys' fees and costs of suit, no part of which has
3 been paid by the DEFENDANT VESSEL, her owner or any one else.

4 **SECOND COUNT**

5 **(Fraud In Inducement-- Against the In Rem Defendant)**

6 15. PLAINTIFF refers to Paragraphs 1 through 4, 6 through 14 inclusive, of this
7 Complaint and incorporates them as though fully set forth herein.

8 16. By locating herself at PLAINTIFF's boatyard the DEFENDANT VESSEL, herself
9 and by and through her actual or ostensible owner, represented by necessary implication that she
10 was there for a proper purpose, that she would pay lay day and other usual boatyard charges, that
11 she would not remain in the absence of permission to do so, and that she would otherwise act in
12 good faith.

13 17. In permitting the DEFENDANT VESSEL to remain for a period after she was
14 moved to PLAINTIFF's premises, PLAINTIFF justifiably and detrimentally relied on such
15 representations by necessary implication, and also the specific representations of the
16 DEFENDANT VESSEL's owner that the DEFENDANT VESSEL would be removed by a date
17 certain and that PLAINTIFF's claims would at that time be fully satisfied (including attorneys'
18 fees), which representations PLAINTIFF did not know, and could not have reasonably known
19 were false.

20 18. In making such false representations the DEFENDANT VESSEL and her actual or
21 apparent owner intended to induce PLAINTIFF to rely on such false representations, to the end
22 of acquiring and holding a mooring space for occupancy by the DEFENDANT VESSEL in
23 PLAINTIFF's marina indefinitely, without payment.

24 19. Had PLAINTIFF been aware of the falsity of such representations, it would not
25 have held legal action in abeyance and would immediately have instituted a vessel arrest action.

26 20. By reason of the foregoing, PLAINTIFF has been damaged in an amount
27 according to proof, but in any event in a sum of not less than \$1,800.00, plus prejudgment
28 interest, plus attorneys' fees and costs of suit, no part of which has been paid by the

1 DEFENDANT VESSEL, her owner or any one else, despite repeated oral and written demands
2 therefor.

3 **THIRD COUNT**

4 **(Breach of Maritime Contract for Necessaries -- Against the In Rem Defendant)**

5 21. PLAINTIFF refers to Paragraphs 1 through 4, 6 through 14, and 16 through 20
6 inclusive of this Complaint, and incorporates them as though fully set forth herein.

7 22. Although being *forced* to do so as a result of the abandonment of the
8 DEFENDANT VESSEL at its boatyard, PLAINTIFF has provided wharfage services and other
9 maritime "necessaries" for the benefit of the DEFENDANT VESSEL, as defined by the
10 Commercial Instruments and Maritime Lien Act (46 U.S.C. section 31301, *et seq*), and the
11 DEFENDANT VESSEL has accepted these services. Accordingly, a contract implied by the
12 circumstances exists, pursuant to which the DEFENDANT VESSEL is obligated to pay for the
13 "necessaries" provided by PLAINTIFF.

14 23. PLAINTIFF repeated request that the owner of the DEFENDANT VESSEL move
15 her and pay accrued lay day charges and, as agreed attorneys' fees incurred in connection with
16 this matter. Notwithstanding these requests, the DEFENDANT VESSEL, by and through her
17 actual or ostensible owner, has failed and refused, and continues to fail and refuse, to vacate
18 PLAINTIFF's boatyard, pay lay day charges and to reimburse PLAINTIFF for the attorneys'
19 fees it incurred.

20 24. Lay day fees have accrued since the DEFENDANT VESSEL was abandoned at
21 PLAINTIFF's boatyard on September 17, 2007 at the rate of \$66.00 per day (i.e., \$2.00 per foot
22 of boat length per day). Accordingly, the account for the DEFENDANT VESSEL stands in
23 arrears, as of October 17, 2007 in the amount of \$1,800.00. Lay day charges are continuing to
24 accrue at the rate of \$66.00 per day.

25 25. PLAINTIFF has fully satisfied all obligations required of it as the owner of a
26 boatyard at which a vessel is abandoned. It is not required to provide custodial or other services
27 for the benefit of an abandoned vessel.

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1 **WHEREFORE**, plaintiff prays:

2 1. That process in due form of law pursuant to this Court's Admiralty and Maritime
3 Jurisdiction issue *in rem* against the DEFENDANT VESSEL, her rigging, tackle, apparel,
4 furniture, engines, bunkers, and all other necessities thereunto appertaining and belonging, and
5 that all persons claiming any interest in the DEFENDANT VESSEL be cited to appear and
6 answer this Verified *in rem* Complaint;

7 2. That PLAINTIFF's maritime lien be declared to be valid and subsisting in an
8 amount not less than \$1,800.00, plus \$66.00 per day from September 17, 2007 until the date of
9 the arrest of the DEFENDANT VESSEL, plus accrued interest and recoverable costs of suit, and
10 that such lien is prior and superior to the interest, maritime and non-maritime liens or claims of
11 any and all persons, firms or corporations whatsoever;

12 3. That judgment be entered against the DEFENDANT VESSEL, *in rem*, for
13 PLAINTIFF's damages in a sum not less than \$1,800.00, plus \$66.00 per day from the date of
14 this Verified Complaint until the date of the arrest of the DEFENDANT VESSEL together with
15 interest thereon, and costs of suit herein, including attorneys' fees, and together with all other
16 amounts which have been or are required to be disbursed by PLAINTIFF for the care, insuring,
17 preservation, storage and mooring of the DEFENDANT VESSEL, and all other advances,
18 expenses, fees, costs and disbursements by PLAINTIFF, together with post-judgment interest at
19 the maximum statutory rate.

20 4. That the judgment include, additional to the above damages, punitive damages in a
21 sum sufficient to punish the DEFENDANT VESSEL for her the fraud in the inducement and
22 other outrageous conduct she, through her actual and apparent owner, perpetrated on the
23 PLAINTIFF.

24 5. That DEFENDANT VESSEL, her rigging tackle, apparel, furniture, and all other
25 necessities thereunto appertaining and belonging be condemned and sold to pay the demands
26 and claims of PLAINTIFF, with interest and costs, and that PLAINTIFF may become a
27 purchaser permitted to credit bid at any sale of the DEFENDANT VESSEL any amounts
28 adjudged to be owing to PLAINTIFF;

1 6. That, in the event a bond or other acceptable security is posted with the Registry of
2 the Court to effect the release of the DEFENDANT VESSEL as permitted by the Supplemental
3 Admiralty Rules (F.R.C.P.), an Order issue requiring her immediately upon release by the U.S.
4 Marshal to be removed from PLAINTIFF's boatyard;

5 7. That it be decreed that any and all persons, firms or corporations claiming any
6 interest in the DEFENDANT VESSEL are forever barred and foreclosed of and from all right or
7 equity of redemption or claim of, in, or to the DEFENDANT VESSEL and every part thereof;

8 8. That PLAINTIFF have such other and further relief in justice it may be entitled to
9 receive.

10 October 17, 2007

Respectfully submitted,

WEISS & JONES, L.L.P.

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12
13 By 

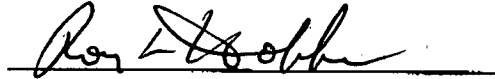
Philip E. Weiss, Esq.
Attorney for Plaintiff
Shelter Island Yachtways, Ltd.
dba Shelter Island Boatyard

VERIFICATION

I, ROY HOBBS, declare under penalty of perjury under the laws of the United States and the State of California as follows:

1. I, the undersigned, am PLAINTIFF's Controller.
2. I certify I have read the foregoing Verified Complaint and know its contents.
2. The matters stated in the Verified Complaint are true of my own knowledge and belief except as to those matters stated on information and belief, and as to those matters, I believe them to be true.

Executed this 16 day of October, 2007 at San Diego, California.



Roy Hobbs

1 WEISS & JONES
Philip E. Weiss, Esq. (No. 152523)
2 1551 Shelter Island Drive
San Diego, California 92106
3 Telephone: (619) 225-8884
Facsimile: (619) 225-8801
4

Attorney for Plaintiff
5 SHELTER ISLAND YACHTWAYS, LTD,
a California Limited Partnership,
6 dba SHELTER ISLAND BOATYARD
7
8

9 **UNITED STATES DISTRICT COURT**
10 **SOUTHERN DISTRICT OF CALIFORNIA**

11 '07 CV 2015 DMS WMC

12 SHELTER ISLAND YACHTWAYS, LTD, a
California Limited Partnership, dba SHELTER
ISLAND BOATYARD,

13 Plaintiff,

14 v.

15 M/Y SUNDANCE, Official No. 521498, A
16 HATTARAS MOTORYACHT OF
APPROXIMATELY 33 FEET IN LENGTH
17 AND 12 FEET IN BEAM, AND ALL OF HER
ENGINES, TACKLE, ACCESSORIES,
18 EQUIPMENT, FURNISHINGS AND
APPURTENANCES, *in rem*,

19 Defendant.
20

Case No.

IN ADMIRALTY

DECLARATION OF SERVICE

F.R.C.P. Supplemental Admiralty
Rules C and E.

46 U.S.C. Sections 30101-31343

21
22 **DECLARATION OF SERVICE**

23 **STATE OF CALIFORNIA, COUNTY OF SAN DIEGO**

24 I am employed in San Diego County, State of California. I am over the age of eighteen (18)
25 and not a party to this action; my business address is 1551 Shelter Island Drive, San Diego,
26 California 92106. On October 17, 2007, I served the following document(s) described as:

- 27 - **Summons in a Civil Action**
28 - **Civil Cover Sheet**

- 1 – **Verified Complaint of Plaintiff Shelter Island Yachtways For Vessel Arrest,**
- 2 **Interlocutory Sale And for Money Damages for: (1) Trespass, (2) Fraud In The**
- 3 **Inducement, (3) Breach Of Implied Maritime Contract, (4) Quantum Meruit**
- 4 – **Ex Parte Application for Order Authorizing Issuance of a Warrant for Arrest of**
- 5 **Defendant Vessel**
- 6 – **Declaration of Philip E. Weiss In Support of Vessel Arrest**
- 7 – **[Proposed] Order Authorizing Arrest of Defendant Vessel Pursuant to**
- 8 **Supplemental Admiralty Rule C**
- 9 – **Application for Appointment of Substitute Custodian and for Authorization for**
- 10 **Movement of Defendant Vessel**
- 11 – **Declaration of Roy Hobbs In Support of Ex Parte Application for Order**
- 12 **Appointing Substitute Custodian**
- 13 – **[Proposed] Order Appointing Substitute Custodian and Authorizing Movement of**
- 14 **Vessel**
- 15 – **Warrant for Action In Rem**
- 16 – **Notice of Vessel Arrest**

17 on the interested parties in Case No. _____ by placing ☐ the original

18 ☒ a true copy thereof enclosed in a sealed envelope addressed as follows:

19 Mr. Wayne Oliver

20 P.O. Box 3179

21 Kerby, OR 97531-3179

22 ☐ **(BY PERSONAL SERVICE):** Personal service accomplished by ☐ attorney service or

23 ☐ _____, employed by Weiss & Jones.

24 ☐ **(BY FACSIMILE AS INDICATED ABOVE):** I caused the foregoing document(s) to be
25 sent via facsimile transmission to the above addressee(s) at the facsimile numbers indicated above.

26 ☒ **(BY MAIL AS INDICATED ABOVE):** As follows: I am "readily familiar" with the firm's
27 practice of collection and processing correspondence for mailing. Under that practice it would be
28 deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at San Diego,

1 California in the ordinary course of business. I am aware that on motion of the party served, service
2 is presumed invalid if postal cancellation date or postage meter date is more than one day after
3 deposit for mailing in affidavit.

4 ☐ (STATE): I declare under penalty of perjury under the laws of the State of California that
5 the foregoing is true and correct.

6 ☒ (FEDERAL): I declare that I am employed in the office of a member of the bar of this court
7 at whose direction the service was made.

8 Dated: October 17, 2007

Tamara A. Geehan

Tamara A. Geehan

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10 c:\arrest-sdcal-clientsub\proofservice

ORIGINAL

JS44

(Rev. 07/89)

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE SECOND PAGE OF THIS FORM.)

I (a) PLAINTIFFS

SHELTER ISLAND YACHTWAYS, LTD., dba
Shelter Island Boatyard

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANTS

2007 OCT 17 PM 3:57
M/Y SUNDANCE, Official No. 521498, A HARTARAS
MOTOR YACHT OF APPROXIMATELY 33 FEET IN LENGTH AND
12 FEET IN BEAM & ALL OF HER ENGINES, TACKLE, ACCESSOR-
IES, EQUIPMENT, FURNISHINGS AND APPURTENANCES, in rem,
COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT San Diego
(IN U.S. PLAINTIFF CASES ONLY) DEPUTY

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

Philip E. Weiss, Esq.
Weiss & Jones
1551 Shelter Island Drive
San Diego, CA 92106 (619) 225-8884

ATTORNEYS (IF KNOWN)

'07 CV 2015 DMS WMC

II. BASIS OF JURISDICTION (PLACE AN X IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN X IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- | | PT | DEF | | PT | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. CAUSE OF ACTION (CITE THE US CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY).

Commercial Instruments and Federal Maritime Lien Act, 46 U.S.C. sections 31301, et seq.,
Supplemental Admiralty Rules C and E for vessel arrest, interlocutory sale and satisfaction of maritime lien.

V. NATURE OF SUIT (PLACE AN X IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reappointment
<input checked="" type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	PROPERTY RIGHTS	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 450 Commerce/ICC Rates/etc.
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 640 RR & Truck	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 650 Airline Regs	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 660 Occupational Safety/Health	SOCIAL SECURITY	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 153 Recovery of Overpayment of Veterans Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 861 HIA (13958)	<input type="checkbox"/> 850 Securities/Commodities Exchange
<input type="checkbox"/> 160 Stockholders Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	LABOR	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 875 Customer Challenge 12 USC
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 891 Agricultural Acts
<input type="checkbox"/> 195 Contract Product Liability	PERSONAL PROPERTY	<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 892 Economic Stabilization Act
	<input type="checkbox"/> 362 Personal Injury-Medical Malpractice	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 865 RSI (405(a))	<input type="checkbox"/> 893 Environmental Matters
	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 740 Railway Labor Act	FEDERAL TAX SUITS	<input type="checkbox"/> 894 Energy Allocation Act
	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 895 Freedom of Information Act
	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
	<input type="checkbox"/> 371 Truth in Lending			<input type="checkbox"/> 950 Constitutionality of State
	<input type="checkbox"/> 380 Other Personal Property Damage			<input type="checkbox"/> 890 Other Statutory Actions
	<input type="checkbox"/> 385 Property Damage* Product Liability			
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS		
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus		
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 530 General		
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 535 Death Penalty		
<input type="checkbox"/> 240 Tort to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 540 Mandamus & Other		
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 550 Civil Rights		
<input type="checkbox"/> 290 All Other Real Property		<input type="checkbox"/> 555 Prisoner Conditions		

VI. ORIGIN (PLACE AN X IN ONE BOX ONLY)

- ☒ 1 Original Proceeding ☐ 2 Removal from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$1,800.00 + prejudgment interest+attorney fees & costs of suit** ☐ JURY DEMAND: ☒ YES ☐ NO

VIII. RELATED CASE(S) IF ANY (See Instructions):

JUDGE

Docket Number

DATE Oct 16, 2007

SIGNATURE OF ATTORNEY OF RECORD

Philip E. Weiss

#143841 \$350 to 10/17/07

**UNITED STATES
DISTRICT COURT**
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

143641 - KD

**October 17, 2007
16:00:25**

Civ Fil Non-Pris

USAO #: 07CV2015

Judge.: DANA M SABRAW

Amount.: \$350.00 CK

Check#: BC 00043094

Total-> \$350.00

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